

From: Crystal Brightwell <crystal@mmwbr.com>
Sent time: 08/12/2019 01:36:47 PM
To: David Rubenstein <davidr@pitmanfarms.com>; Russell Ryan <rkr@mmwbr.com>; Heather McCoy <heather.mccoy@simply-essentials.com>
Subject: RE: Belmer v. Simply Essentials - Status and Settlement Demand

Perfect! He is out of pocket at the moment. I appreciate you humoring me.

Have a great day!

Crystal A. Brightwell
Paralegal to Russell K. Ryan
MOTSCHIEDLER, MICHAELIDES, WISHON,
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From: David Rubenstein [mailto:davidr@pitmanfarms.com]
Sent: Monday, August 12, 2019 11:35 AM
To: Crystal Brightwell; Russell Ryan; Heather McCoy
Subject: RE: Belmer v. Simply Essentials - Status and Settlement Demand

Hi Crystal,

Yes, I hand delivered to Russ.

Thank you,
David R.

From: Crystal Brightwell [mailto:crystal@mmwbr.com]
Sent: Aug 12, 2019 11:34 AM
To: David Rubenstein <davidr@pitmanfarms.com>; Russell Ryan <rkr@mmwbr.com>; Heather McCoy <Heather.McCoy@simply-essentials.com>
Subject: RE: Belmer v. Simply Essentials - Status and Settlement Demand

Hi David:

I hope this finds you well. Forgive me in advance, as my knowledge still has holes in it during the time I was out of the office, but was this check ever delivered?

I appreciate your help. Have a great day!

Crystal A. Brightwell
Paralegal to Russell K. Ryan
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From: David Rubenstein [<mailto:davidr@pitmanfarms.com>]
Sent: Tuesday, July 23, 2019 4:18 PM
To: Russell Ryan
Cc: Crystal Brightwell
Subject: RE: Belmer v. Simply Essentials - Status and Settlement Demand

Russ,

I will get this check to your office too.

Thank you,
David R.

From: Russell Ryan [<mailto:rkr@mmwbr.com>]
Sent: Jul 18, 2019 8:56 AM
To: David Rubenstein <davidr@pitmanfarms.com>
Cc: Crystal Brightwell <crystal@mmwbr.com>
Subject: RE: Belmer v. Simply Essentials - Status and Settlement Demand

I have negotiated with counsel this week and finally got him down to a final number of \$7,000. I will get the settlement agreement done and over so we can have this one behind us.

Regards,

Russ

Russell K. Ryan, Esq.
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From: David Rubenstein [<mailto:davidr@pitmanfarms.com>]
Sent: Tuesday, July 9, 2019 12:45 PM
To: Russell Ryan <rkr@mmwbr.com>
Cc: Crystal Brightwell <crystal@mmwbr.com>
Subject: RE: Belmer v. Simply Essentials - Status and Settlement Demand

Russ,

I finally found the documentation regarding the separation of PB (Prairie's Best) employees within the attached term sheet. I am not sure how this was disseminated to employees, but apparently Thomas Belmer knew about it. I spoke to George Peichel, PB owner, and asked about Tommy Belmer; he explained that Tommy was a good employee, but simply didn't get along with the SE "guys from the south." Apparently the SE folks wanted Tommy Belmer fired for a while, and found a way to term him.

I believe George told me that Tommy operated the truck wash, so when looking through Todd's emails I found something that looked like it could relate to this case, but it doesn't specifically mention Tommy Belmer by name.

I am okay settling for \$5k, with a max of \$7500, let's just get it wrapped up and done.

Thank you,
David R.

From: Russell Ryan [<mailto:rkr@mmwbr.com>]
Sent: Jul 08, 2019 3:04 PM
To: David Rubenstein <davidr@pitmanfarms.com>
Cc: Crystal Brightwell <crystal@mmwbr.com>
Subject: Belmer v. Simply Essentials - Status and Settlement Demand

David,

I spoke to the attorney for Mr. Belmer several times last week before the holiday to see what the opportunities for settlement were and to secure an extension to respond to the complaint. He related to me the story of Rick and/or David (sounded like David—he was really impressed with whoever he spoke to from S.E.) coming to his office a few weeks ago wanting to hire him to do some work for Simply Essentials—I guess his office is close to the plant—and he had to tell David (?) that he was actually suing Simply Essentials on behalf of Belmer.

We talked about the allegations made in his complaint and the fact that there is a claim that Mr. Belmer didn't do anything wrong when in fact there are several write-ups in the file. I suggested that I might be able to get a nominal amount to settle the matter if that could avoid litigation. He responded back this morning that Belmer has authorized him to make a settlement demand of **\$9,000.00**.

I did secure an extension to respond to the complaint to **July 21, 2019** while we see if the matter can be settled. This due date can be extended as need be.

The question I don't know the answer to—and perhaps you do and I have asked the attorney for documentation as well—is whether the policy he alleges in the complaint regarding 12 weeks' severance if an employee was not terminated for cause, was a written policy disseminated to the employees and, if so, did he have a copy? He has not yet provided a copy.

Was that a policy that was in place? If so, do you have a copy?

I think we could get rid of this case between \$5k and \$9k is that is something you all can all live with. Alternatively, if the decision is to file bankruptcy then the strategy could be to simply string him along until bankruptcy is filed, then have him make a claim like anyone else. Since it would not be a secured claim, he would have to line up with all of the unsecured creditors, although wage claims do have administrative priority so he would be one of the first in line to be paid if there are any assets or funds that are unencumbered and not otherwise secured.

Please let me know your thoughts about a counteroffer and whether that severance policy was reduced to writing or is being misconstrued in the action filed on behalf of Belmers.

Thanks!

Regards,

Russ

Russell K. Ryan, Esq.
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